

Rider A: Service Provider Agreement

This document is attached hereto and incorporated into the Provider Agreement which is active and in force at the time of execution of this agreement for:

Individual's Name	Payee name

Definition of Provider Services: The Provider has represented to the Department of Elementary and Secondary Education (DESE) the ability to provide specific service(s) as defined in federal and state regulations, certifying that he/she meets all current state credentialing and/or licensure requirements established as of the effective date of this Agreement.

The Provider agrees to:

1. Be knowledgeable of and abide by all applicable federal, state and local laws, rules, regulations, and policies related to this program including but not limited to Part 303 (Early Intervention Program for Infants and Toddlers with Disabilities), Part 99 (Family Educational Rights and Privacy Act or FERPA) and Part 104 (Nondiscrimination on the Basis of Handicap or Section 504 regulations) of 34 CFR; and 42 U.S.C. Ch. 126, Sections 12101-12213 (the Americans with Disabilities Act or ADA).
2. Continually meet and maintain all applicable and necessary standards and regulations for licensing, credentialing, program licensure and funding requirements for services provided. This expressly includes the assurance by the Service Provider that he/she will complete all obligated licensure and credentialing activities within two (2) years of effective date of enrollment with the Central Finance Office. The Service Provider understands and agrees that invoices will not be honored without proper licensing and credentialing activities completed.
3. Provide service(s) to eligible children and their families upon referral as set forth in the Individualized Family Service Plan (IFSP).
4. Participate in the development, review, and revision of IFSPs for children covered under this Agreement in a timely and comprehensive manner.
5. Notify the assigned Service Coordinator of any planned or recommended changes in the delivery of services to eligible children under this Agreement, including the termination of services prior to the period of duration as reflected on the IFSP.
6. Provide written progress reports, on a monthly basis, regarding eligible children and their services to the individual child's service coordinator.

7. Maintain accurate clinical records for a period of at least five years from discharge from services, make available to state personnel and their agents all records and information necessary to assure the appropriateness of payments made to the Provider, assure the proper administration of the First Steps system, and assure Provider's compliance with all applicable statutes and regulations. Such records and information shall include, without being limited to, the following:

- a) medical records;
- b) financial records;
- c) records of all treatments and services for which vendor payments have been made or are to be made by or through the CFO for the First Steps system, including the authority for and the date of administration of such treatment or services;
- d) all other records as may be found necessary by DESE or its agent in determining compliance with any Federal or State law, rule or regulations promulgated by the Federal Department of Education, the Missouri DHSS; DMH; DMS; or DESE on behalf of First Steps.

8. To complete the provider profile in the on-line Service Provider Matrix **within 15 calendar days** of notification of enrollment. The confirmation of enrollment letter will contain information about obtaining a password and entering provider information on-line.

DESE agrees:

1. To ensure that the Provider is included on the Service Provider Matrix for the specific service(s) they are qualified for and have agreed to provide for eligible children and their families. This information shall be provided to each Local Interagency Coordinating Council and System Point of Entry, shall be reviewed at least annually by the Provider, and shall be accurate and complete. Family members will be given options and choices of eligible providers through the presentation and review of the Matrix prior to implementation of the IFSP.

2. That the Central Finance Office uses a schedule of maximum allowable fee reimbursements for all authorized services.

The Provider and DESE mutually agree:

1. To ensure the provision of services using appropriately credentialed and/or licensed providers, and maintain the integrity of the IFSP process through accurate and timely implementation of the services as mutually determined and agreed to by the IFSP Team, and consented to in writing by the child's parent/legal guardian.

2. To ensure that services shall be family-centered, inclusive, and culturally competent. The provider acknowledges that family members are an integral part of service planning, delivery of the child's early intervention services, and the identification of the outcomes in the IFSP.

3. To ensure effective implementation of procedural safeguards for each eligible child and family, each provider shall ensure that family members are knowledgeable about the services being provided and transition activities into, within, and from the service delivery system.

4. To participate in the planning and development of IFSPs. Providers must ensure that all modifications to an existing IFSP are made through the child/family's assigned Service Coordinator and the IFSP process, and understand that they may not bill or receive reimbursement for services in excess of what is reflected on the IFSP. Providers may not terminate services for an eligible child without first notifying, in writing, the child's assigned Service Coordinator prior to the anticipated date of service termination.

5. To participate in the routine monitoring and supervision activities as set forth by DESE, or their agent, including self-assessment, on-site monitoring, data collection, reporting obligations, record or chart audits, financial audits, complaint investigation, and consumer satisfaction surveys.

Conflict of Interest: No individual provider of an early intervention, IFSP service(s) may also be a First Steps Service Coordinator.

Signature of Individual Provider

Date: _____

Provider Name (Printed)

Organization/Payee Name (Printed)